

## **GENERAL TERMS AND CONDITIONS OF PURCHASE**

### **§ 1 General, Scope of application**

- (1) These General Terms and Conditions of Purchase (hereinafter: GTC) shall apply to all business relationships between Deutsche See GmbH (hereinafter: Deutsche See) and its suppliers and service providers (hereinafter: Partner). The GTC shall only apply if the Partner is an entrepreneur (Section 14 BGB – German Civil Code) or a legal entity under public law.
- (2) In their respective version, Deutsche See's GTC shall also be valid as a framework agreement for future contracts, without Deutsche See having to refer to them again in each case. The same shall apply to the Code of Conduct. An updated version of the GTC of Deutsche See and the Code of Conduct can be viewed at <https://www.deutscheesee.de/aeb>.
- (3) The GTC and the Code of Conduct shall apply regardless of whether the Partner manufactures the goods itself or buys them from suppliers (Sections 433, 651 BGB).
- (4) Deutsche See's general terms and conditions shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of Partners shall only become part of the contract if and to the extent Deutsche See has expressly confirmed their validity in writing. This requirement for confirmation shall apply in any case, even if deliveries from Partners are accepted without reservation in knowledge of the Partner's general terms and conditions.
- (5) Individual agreements made with Partners in individual cases (including ancillary agreements, supplements and amendments) shall only take precedence over these GTC if they have been agreed upon in writing or confirmed in writing by Deutsche See.

### **§ 2 Conclusion of contract**

- (1) Only orders placed in writing shall be binding for Deutsche See. Before accepting our order, the Partner must point out to us any obvious errors (e.g. spelling and calculation errors) or missing details in the order or order documents so that these may be rectified; the agreement shall otherwise be deemed not concluded. Order changes, verbal or telephone agreements must be confirmed in writing.
- (2) Partner is required to confirm Deutsche See's order in writing immediately, but no later than within 7 working days. After the acceptance period has expired, Deutsche See shall have an unrestricted right of withdrawal.

### **§ 3 Delivery and performance**

- (1) Partner may not use third parties (e.g. subcontractors) to perform the services it owes without the prior written consent of Deutsche See. Partner shall bear the procurement risk for its services unless otherwise agreed in individual cases (e.g. sale of goods in stock).
- (2) Deliveries within Germany shall be at no extra charge to the location specified by Deutsche See in the order. If the destination is not specified and nothing else has been agreed, delivery must be made to Deutsche See's registered office in Bremerhaven, Maifischstraße 3-9. The respective destination shall also be deemed the place of performance.
- (3) In the case of deliveries from outside Germany, the INCOTERMS shall be deemed to have been agreed in their respectively valid version. Deliveries shall always be made DDP Bremerhaven, unless otherwise agreed in writing.
- (4) Shipping and unloading shall be the responsibility and risk of Partner, including the costs for packaging material, transport security and pallets, freight, transport, insurance and customs, unless otherwise expressly agreed in writing. Partner shall use tariff preferences and quotas for DDP deliveries and pass the benefits on to Deutsche See. Customs regulations must be observed.
- (5) Immediately after the goods have been dispatched, a notification of dispatch (dispatch notification) must be sent to Deutsche See by fax or electronically, stating the date of dispatch, type of packaging, package number, weight, number of pallets, order number and other necessary information. The same shall apply to the delivery note and copies of the commercial invoice. If these documents are missing or incomplete, Deutsche See shall not be responsible for the resulting delays in processing and payment.

(6) The risk of accidental loss and accidental deterioration of the ordered goods transfers to Deutsche See when delivered to the place of performance. If acceptance was expressly agreed for a delivery, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions shall also apply in the event of acceptance. If Deutsche See is in default of acceptance, this shall be equivalent to delivery or acceptance. The statutory provisions shall apply if the customer is in default of acceptance.

#### **§ 4 Delivery date/period and delivery delay**

(1) The delivery date/period specified by Deutsche See in the order shall be binding. If the delivery date/period is not specified in the order and has not been otherwise agreed, delivery must be made immediately. The Partner shall inform Deutsche See without delay in writing if, for any reason, the agreed delivery date cannot be met. In this case, a decision must be obtained from Deutsche See immediately. An extension of the delivery period shall only be effective with the express written consent of Deutsche See.

(2) If Partner does not effect performance or does not effect it within the agreed delivery period (delay), Deutsche See's rights – in particular to withdrawal and damages – shall be determined by the statutory provisions. The regulations in the following paragraph 3 shall remain unaffected.

(3) If the Partner is in default, Deutsche See shall be entitled to demand a contractual penalty (penalty) of 2% of the net price per calendar month or part thereof, but not more than 10% of the net price of the goods delivered late, without having to provide evidence of the actual damage. Deutsche See shall be entitled to demand the contractual penalty in addition to performance and as a minimum amount owed by the Partner according to the statutory provisions damages; the claim of further damages remains unaffected. If the delayed performance is accepted, Deutsche See will assert the contractual penalty at the latest with the final payment.

#### **§ 5 Pricing and payment terms**

(1) The price listed in the order is binding. All prices include statutory value-added tax, if not listed separately. If no price is specified, the price that Partner and Deutsche See have agreed in writing shall apply.

(2) Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the Partner as well as all ancillary costs (e.g. for proper packaging, transport including transport and liability insurance, customs). Partner must take back packaging material at Deutsche See's request.

(3) Unless otherwise agreed, the agreed price shall be due for payment within 30 calendar days of complete delivery and performance and receipt of a proper invoice that meets the legal requirements. In the case of bank transfers, payment shall be deemed to have been made on time if the transfer order is received by Deutsche See's bank before the end of the payment period; Deutsche See shall not be responsible for delays caused by the banks involved in the payment process. Deutsche See shall be entitled to pay by cheque or in another customary form in EURO. The place of performance for payments shall be Deutsche See's headquarters in Bremerhaven.

(4) In the event of an overpayment by Deutsche See, Partner is obligated to inform Deutsche See immediately and to transfer the overpaid amount to Deutsche See within 7 days of the claim for reimbursement arising. After this period has expired, Deutsche See shall be entitled to charge interest on arrears in accordance with Section 288 BGB.

(5) If Deutsche See has contractually committed itself to a down payment or advance payment for goods in individual cases, the Partner is obligated in Deutsche See's security interest to prove to Deutsche See that an advance payment guarantee has been taken out that corresponds to the payment. Alternatively, a bank guarantee may also be provided. If Partner does not meet this obligation, Deutsche See shall be entitled to withdraw from the contract. Any further claims for damages remain unaffected.

(6) Deutsche See reserves all statutory rights to offset and retain payment and to assert claims for breach of contract. In particular, Deutsche See shall be entitled to withhold payments that are due as long as it is still entitled to claims from incomplete or defective performance against Partner.

(7) The Partner shall only have a right of set-off or retention based on counterclaims that have been legally established or are undisputed.

#### **§ 6 Retention of title**

Ownership of the goods shall be transferred to Deutsche See unconditionally and regardless of payment. If Deutsche See accepts an offer from Partner for transfer of ownership that is conditional on the payment of the purchase price, the retention of title by Partner shall expire at the latest upon payment of the purchase price for the delivered goods. In the ordinary course of business, Deutsche See shall remain entitled to resell the goods even before the purchase price has been paid. All other forms of retention of title shall be excluded, in particular extended

retention of title and retention of title extended to further processing and to claims arising from the resale of the goods.

## **§ 7 Defects and liability**

(1) In the case of material defects and defects of title in the goods or services (including incorrect and short deliveries) and other breaches of duty by Partners, the statutory provisions shall apply unless otherwise specified below.

(2) Partner guarantees that all delivered items meet the respective legal requirements.

(3) In the event of breaches of duty by the Partner in accordance with § 7 (1) and (2), Deutsche See shall be entitled to demand 10% of the net value of the goods, but at least €1,000.00 as flat-rate compensation. The assertion of further damages and the exercise of warranty rights shall remain unaffected. Deutsche See shall be entitled to offset the lump-sum compensation against the purchase price from the goods invoice in question. In the event of claims for defects, Partner undertakes to reimburse Deutsche See for the costs incurred in processing complaints and claims for defects.

(4) Statutory provisions (Sections 377, 381 HGB – German Commercial Code) shall apply to the commercial obligation to inspect and to give notice of defects, with the following proviso: Deutsche See's duty to inspect shall be limited to defects that can be detected during the incoming goods inspection with an external assessment including the delivery documents and during our own quality control in the random sampling procedures come to light (e.g. transport damage, temperature damage, wrong and short deliveries). In other respects, it shall depend on the extent to which an inspection is feasible in the ordinary course of business, taking into consideration the circumstances of the individual case. The above does not affect the obligation to report defects that are discovered at a later time. In all cases, the complaint (notification of defects) shall be deemed to be immediate and timely if it is received by the Partner within 14 working days.

(5) If the Partner does not meet its obligation to provide subsequent performance – at Deutsche See's option by remedying the defect (repair) or by delivering a defect-free item (replacement delivery) – within a reasonable period set by Deutsche See, Deutsche See shall be entitled to remedy the defect itself and to demand compensation from the Partner for the expenses required for this. If the supplementary performance by Partners has failed or is unreasonable for Deutsche See (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline shall be required. The Partner shall be informed immediately, if possible beforehand, of such circumstances.

(6) Otherwise, in the case of material defect or defect of title, Deutsche See shall be entitled, in accordance with the statutory provisions, to reduce the purchase price/remuneration or to withdraw from the contract. In addition, a claim for damages and reimbursement of expenses according to the statutory provisions exists.

## **§ 8 Supplier recourse**

(1) Deutsche See shall have unrestricted statutory recourse claims within a supply chain (supplier recourse pursuant to Sections 478, 479 BGB) in addition to claims for defects. In particular, Deutsche See shall be entitled to demand exactly the type of supplementary performance (repair or replacement delivery) from Partner that it owes its customer in the individual case. This shall not restrict the statutory right to choose (Section 439 para. 1 BGB).

(2) Claims by Deutsche See arising from supplier recourse shall also apply if the goods were processed further by Deutsche See or one of its customers before being sold to a consumer, e.g. by processing them into another product.

## **§9 Producer liability**

(1) Insofar as claims are made against Deutsche See by its customers or third parties on the basis of producer liability and Partner is responsible for this product damage, it shall indemnify Deutsche See from third-party claims if the cause lies within its sphere of control and organization and the Partner is liable in the external relationship.

(2) Within the scope of its obligation to indemnify, the Partner shall reimburse Deutsche See any expenses pursuant to Sections 683 and 670 BGB that are connected with third-party claims, including any recalls that have been carried out. Deutsche See shall inform Partner – to the extent possible and reasonable – about the content and scope of recall measures and allow the Partner to comment. All further statutory claims shall remain unaffected.

## § 10 Antitrust claims for damages

If the Partner has demonstrably reached an agreement that constitutes an inadmissible restriction of competition under the German Act against Restraints of Competition (GWB), Partner shall pay 15% of the net invoice totals for deliveries or services within the period of the anti-trust agreement as flat-rate compensation (without discount and sales tax) to Deutsche See. Evidence of higher or lower damage remains reserved for both parties. The obligation to pay shall also apply if the contract is terminated or already fulfilled. Other contractual or legal claims for damages by Deutsche See shall remain unaffected. Such actions of Partner shall be treated the same as the actions of persons who are commissioned by Partner or working with Partner.

## § 11 Statute of limitations

- (1) The parties' mutual claims shall be subject to statutory limitations unless otherwise agreed.
- (2) The limitation periods of the law on sales shall apply – to the extent provided by law – to all contractual claims for defects. Insofar as Deutsche See is entitled to non-contractual claims for damages due to a defect, the normal statutory limitation period shall apply (Sections 195, 199 BGB) unless the application of the limitation periods of the law governing the sale of goods leads to a longer limitation period.

## § 12 Special provisions

The following shall apply to the **delivery of food** in particular:

- (1) Deutsche See is committed to environmentally friendly fisheries management and sustainable fisheries. In this context, Deutsche See supports in particular the activities of the Marine Stewardship Council (MSC) and already uses raw materials from MSC-certified fisheries in many product areas. Deutsche See, therefore, prefers Partners who are also MSC-certified.
- (2) Partner assures that the control instructions of the European umbrella organization of the fish industry and fish wholesalers (AIPCE/CEP) in their current form will be observed when procuring the goods it delivers.
- (3) Partner assures that the products it supplies comply with the provisions of the EU regulations on illegal, undocumented and unregulated fishing.
- (4) The goods shall be deemed in accordance with the contract if they comply with the specifications and other information last communicated by Deutsche See before or at the time of conclusion of contract/order, as well as the generally recognized rules of food production and the relevant German and European food law provisions (e.g. LFGB, LMIV, Principles of the German Food Code) as amended respectively.
- (5) Partner guarantees compliance with agreed product specifications as a quality. Partner guarantees in particular that
  - a) the food has not been treated with prohibited or non-authorized substances;
  - b) the threshold levels and maximum residue levels according to the applicable law of the European Union and the Federal Republic of Germany for contaminants and residues are complied with;
  - c) the products are free from the substances ethylene oxide and 2-chloroethanol (not detectable);
  - d) the food in particular does not contain any pharmacologically active substances (e.g. antibiotics, nitrofurans, dioxins, etc.);
  - e) other treatment methods (e.g. washing with edible acids or similar) are only carried out with the prior consent of Deutsche See;
  - f) he does not supply products which contain or have been treated with additives or processing aids within the meaning of Regulation (EC) No 1333/2008 and
  - g) the products it supplies are free from genetically modified ingredients, additives and/or auxiliary substances. In the case of ingredients derived from soy, corn, rice or cotton, the raw materials for these ingredients, additives and/or auxiliary materials may only come from certified cultivation. The limit values of Regulation (EC) No. 1829/2003 and 1830/2003 shall apply in this respect;
  - h) when placing on the market, making available and exporting goods in accordance with Regulation (EU) 2023/1115 on deforestation-free agriculture, acts in accordance with the relevant raw materials listed in Annex I of the Regulation.
- (6) Partner shall ensure that the details of origin on the customs-relevant documents correspond to the respective customs-related requirements.

The following shall apply in particular to the **delivery of goods of all kinds except food**:

- (7) The goods shall be deemed in accordance with the contract if they meet the subjective and objective requirements as well as the assembly requirements within the meaning of Section 434 BGB and the specifications and/or parallel use options communicated by Deutsche See before or at the time of the conclusion of contract/order.

Partner guarantees compliance with agreed product specifications as a quality. Partner guarantees that all delivered items meet the respective legal requirements, in particular, that they have not been treated with prohibited or non-authorized substances and, when placing on the market, making available and exporting goods in accordance with Regulation (EU) 2023/1115 on deforestation-free agriculture, acts in accordance with the relevant raw materials listed in Annex I of the Regulation.

(8) In any case, the product descriptions that constitute the scope of the order or that are the object of the respective contract, or are integrated within the contract in the same way as these GTC, shall constitute an agreement on quality, especially when indicated on the order.

(9) Unless otherwise agreed, the supplier guarantees that all items and all services it provides are at least state-of-the-art (e.g. CE, VDE, EN, IEC standards), and compliant with the relevant German and European legal provisions (e.g. REACH) as well as the regulations and guidelines of authorities, professional associations and trade associations.

(10) Partner shall be responsible for ensuring that all items it supplies pollute the environment as little as possible in the course of their production, their later use or consumption and any necessary disposal, according to the state of general development. When purchasing electrical machines and systems, Deutsche See considers their energy consumption to be important. In this respect, Partner guarantees compliance with the provisions of the Ecodesign Directive and the Energy-Relevant Products Act (EVPG) as well as all other legal and official requirements regarding energy consumption and environmental protection as amended respectively.

(11) Partner undertakes to provide the goods it delivers in sales packaging with the "Green Dot" at its own expense. Partner shall indemnify Deutsche See from possible claims of Duales System Deutschland AG that are raised in this context. Furthermore, Partner is obligated to take back transport packaging at the place of performance or to join a disposal system at its own expense.

(12) In the event of material defects and defects in title of the goods or service (including incorrect and short delivery, improper assembly or defective assembly, operating instructions or directions for use) and in the event of other breaches of duty by the Partner, the statutory provisions shall apply, unless otherwise specified below.

(13) According to the statutory provisions, Partner shall be liable, in particular, for ensuring that the purchased item or the work to be produced has the agreed quality (specification) upon the transfer of risk. The liability shall also include the possible uses recognizable from the order or communicated at the same time.

The following shall apply in particular to **contracts for work and services**:

(14) Partner assures that when fulfilling the order placed by Deutsche See, it shall comply with the legal provisions regulating the general minimum wage (MiLoG) as amended. Partner also assures that it shall obligate any subcontractors and distributors it may commission to the same extent. At the request of Deutsche See, Partner shall provide evidence of the fulfilment of these assurances.

(15) Partner undertakes to indemnify Deutsche See in connection with the order it has placed against all claims by third parties, in particular claims by its employees, any subcontractors or employees of subcontractors. This obligation to provide indemnity against claims explicitly shall also apply to claims of social security agencies and/or fiscal authorities.

(16) Otherwise, the specific, individual contractual agreements apply. An employment contract between the contracting parties is neither wanted nor justified. Partner shall be responsible for paying social security or tax issues and hereby indemnifies Deutsche See from any obligations. Partner shall be free to also work for other clients.

### **§13 Force majeure**

Force majeure is any unforeseeable event beyond the control of a Partner that prevents a Partner from fulfilling its obligations in whole or in part. The impossibility of procuring means of transport, strikes and lockouts shall be equated with a case of force majeure.

In cases of force majeure and disruptions in their ability to perform due to pandemics, epidemics, state-ordered quarantines or similar events, the Partners shall be released from their performance obligations for the duration of the disruption and the extent of its effect, even if they are in default. Such events shall not represent grounds for automatic termination of this agreement. The Partners are obligated to inform the other party immediately of such a hindrance and to adjust their obligations to the changed circumstances in good faith.

### **§ 14 Data protection**

Information on data protection can be viewed at <https://deutschesee.de/datenschutz>.

## **§ 15 Confidentiality**

- (1) Partner undertakes to treat all business and trade secrets of which it becomes aware when fulfilling Deutsche See's orders as strictly confidential and only make them accessible to third parties to the extent that this is absolutely necessary to fulfil the orders.
- (2) Partner shall ensure that data carriers – of whatever type – containing business and trade secrets of Deutsche See are only reproduced to the extent that this is absolutely necessary for the fulfilment of the contract and that – immediately and completely after the conclusion of an individual order or the termination of the contractual relationship – they are released to Deutsche See unless their storage is required for tax and commercial reasons. A right of retention to data carriers – of any kind – shall be excluded. Files that are no longer needed must be irrevocably deleted. The deletion must be confirmed to Deutsche See in writing.
- (3) Partner shall be liable to Deutsche See for any damage that arises as a result of the disclosure of business and trade secrets or data carriers to third parties for which it is responsible. In this respect, Partner shall be liable for the actions of its employees and vicarious agents to the same extent as for its own actions.

## **§ 16 Place of performance and jurisdiction**

- (1) Bremerhaven is agreed as the exclusive place of jurisdiction for all claims and/or disputes arising from or as a result of the business relationship with Deutsche See, to the extent permitted by law.
- (2) The place of performance shall be Bremerhaven or the place of destination according to Section 3 of these GTC.
- (3) German law shall apply to all contractual relationships with the exception of UN sales law and with the exception of provisions of international private law that may refer to another legal system.

Deutsche See GmbH, Maifischstraße 3-9, 27572 Bremerhaven  
District Court Bremen, Commercial register number: HRB 5040 BHV  
Managing Directors: Dirk-Jan Parlevliet, Kai-Arne Schmidt, Axel Kampmann  
VAT ID: DE 250 444 163